



**PEST CONTROL**  
World's Best

THIS AGREEMENT IS  
CONTINGENT UPON  
THE APPROVAL AND  
SIGNATURE OF THE

# SPECIAL SERVICE WILDLIFE AGREEMENT

ORKIN BRANCH MANAGER, WHO HAS THE SOLE AUTHORITY TO EXECUTE IT ON  
BEHALF OF ORKIN.

|   |        |             |  |                         |
|---|--------|-------------|--|-------------------------|
| ROUTE #<br><b>86</b>  | GRID # | SERVICE DAY | BUSINESS TYPE  | DATE<br><b>3/27/20</b>  |
| ACCOUNT NAME (CUSTOMER) <b>Texas Workforce Commission</b>   |        |             | BRANCH OFFICE<br><b>6759</b>   | PHONE <b>(972) 400-</b> |
| SERVICE ADDRESS: NUMBER, STREET<br><b>301 West 13th Street</b>  |        |             | BUSINESS LICENSE # AND LETTER <b>TPCL 710 G</b>  |                         |
| CITY, STATE, ZIP CODE<br><b>Fort Worth Texas 76102</b>  |        |             | BILLING ADDRESS: NUMBER, STREET<br><b>101 E 15th St.</b>   |                         |
| TYPE AND NO. OF STRUCTURES TO SERVICE<br><b>COM-1</b>   |        |             | CITY, STATE, ZIP CODE<br><b>Austin Texas 78778</b>   |                         |
| NUISANCE ANIMALS TO BE CAPTURED AND REMOVED (DO NOT ABBREVIATE)<br><br><b>Bats</b><br><br><b>(See graph)</b>  |        |             | PERSON TO CONTACT<br><b>Candace Kothmann</b>   |                         |
|   |        |             | SERVICE PHONE OFFICE PHONE<br><b>817-420-1804</b>  |                         |
| PROBLEM AREAS<br><br><b>arking Garage. Exspansio</b><br><b>Joint above 1st row of cars</b>  |        |             | PRODUCTS PURCHASED<br><b>Bat exclusion. parking garage</b>   |                         |
| SPECIAL INSTRUCTIONS<br><input type="checkbox"/> RESIDENTIAL AGREEMENT<br><input checked="" type="checkbox"/> COMMERCIAL AGREEMENT  |        |             | I agree to pay Orkin Pest Control the below amount at this time for capturing and removal of the nuisance animals indicated.   |                         |
|   |        |             | SERVICES RENDERED <b>\$13,360.00</b><br>SALES/SERVICE TAX <b>\$ 0.00</b><br>AMOUNT DUE <b>\$ 13360</b><br>AMOUNT PAID <b>(\$ )</b><br>BALANCE DUE <b>\$ 13360</b>  |                         |
| This Special Service Agreement is guaranteed for 30 days only, and WILL NOT provide permanent control. For CONTINUOUS control, we strongly recommend an EXCLUSION SERVICE.<br><br>The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any pests or animals) or property damage (to include the structure or contents) caused by any pests or animals, or any injuries as a result of capturing equipment/ procedure. |        |             | PAYMENT MADE BY:<br><input type="checkbox"/> FINANCED - See separate Finance Agreement<br><input checked="" type="checkbox"/> PO # <b>20-0004666</b><br><input type="checkbox"/> CHECK <input type="checkbox"/> CASH<br><input type="checkbox"/> COMPLETE EASY PAYMENT FORM  |                         |
| <b>Rudy Hernandez Jr</b><br>ORKIN INSPECTOR<br><b>956671</b><br>EMPLOYEE ID OR CERTIFICATION # <b>2820</b><br><b>Trinity Square Dr</b><br>BRANCH ADDRESS: STREET <b>Carrollton Texas 75006</b><br>CITY, STATE, ZIP CODE DATE: <b>3/27/20</b>  |        |             | <b>MEDIATION/ARBITRATION:</b> ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY NON-BINDING BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND NON-BINDING BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND NON-BINDING BINDING JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND |                         |

TWC LA Keig 03/30/2020

ORKIN [Signature] 3/30/2020

Management Approval - This agreement has been verified and monies have been received as indicated.

Accepted By:

Signature ☒ Owner ☐ Lessee ☐ Agent

Title Business Operations Division Director

ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.

**CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

TWC SIGNATURE

LAKeig

3/30/2020

Licensed and Regulated by: Texas Department of Agriculture

P.O. Box 12847, Austin, TX 78711-2847 Phone: 866-918-4481 Fax: 888-232-2567

AG1205 REV. 5/2010

LOCATION

Customer Email: [candace.kothmann@twc.state.tx.us](mailto:candace.kothmann@twc.state.tx.us)



## **CONSUMER INFORMATION SHEET**

The structural pest control industry is licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847, Austin, Texas 78711-2847. Phone: 866-918-4481. Fax: 888-232-2567.

The Service licenses the businesses, certified applicators and technicians who perform structural pest control work. Otherwise, a certified non-commercial applicator or technician must perform the service. Certified applicators and technicians must pass a written examination in order to receive their licenses.

Pesticides must be registered with the United States Environmental Protection Agency and the Texas Department of Agriculture before they may be used in Texas. Environmental Protection Agency registration is not a finding of product safety. Pesticides are designed to kill or control pests. Your risk of harm depends upon the degree of your exposure and your individual susceptibility.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or MSDS sheets which can be supplied to you upon request from the licensed applicator. Take normal precautions when a treatment has been performed. Pesticides may be harmful if swallowed, inhaled, or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label must be followed.

If you have questions about the application, contact the certified applicator. If you suspect a violation of the law regarding structural pest control, contact the Texas Structural Pest Control Service.

In case of a health emergency, seek immediate medical attention.

Pest Control signs must be posted prior to treatment in many instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information sign will allow you to contact someone who can tell you what pesticide is being used.

If you are contracting for pest control services, due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest control company that you do not wish to receive their service.

For general information on pesticides contact the National Pesticide Telecommunications Network at 1-800-858-7378.

For information concerning structural pest control laws, contact the Texas Structural Pest Control Service at (512) 305-8250 or (866) 918-4481.

For information concerning the formulation and registration of pesticides, contact the Texas Department of Agriculture at (512) 463-7476.

For non-emergency health information relating to pesticides, contact the Texas Department of Health (512) 458-7111.

## **REDUCED IMPACT SERVICE**

In order to minimize the reliance on pesticides and reduce pest populations, a Reduced Impact Pest Control Operator may recommend that you consider the sanitation or physical alteration of your work place or residence.

It is your responsibility to follow these recommendations. Your pest control operator may or may not offer these services upon request. A proper inspection will provide the information necessary for you to choose the method of pest control which best suits your situation. Many pest problems can be solved without using pesticides.

This Reduced Impact Service will include an inspection report and treatment recommendations. You should review these and keep a copy for your records. Your cooperation in following the recommendations made by your service provider is essential to a Reduced Impact Service Program.

Pesticides may be used in a responsible and professional manner in a Reduced Impact Pest Control Service. If you do not want a specific pesticide used or any pesticides used at all, you must note this in writing on the contract prior to the initiation of the service. If any specific pesticide or class of pesticides are not excluded, it may be used by the provider.

## **REQUIRED BY THE TEXAS STRUCTURAL PEST CONTROL SERVICE**



**PEST CONTROL**  
World's Best

Agreement Number \_\_\_\_\_

(Same as on Agreement)

**3/27/20**

Enter Date of Transaction

### NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE AGREEMENT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS AGREEMENT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO ORKIN.

AT **2820 Trinity Square Dr**

(Address of Seller's place of business — Orkin Branch Office)

NOT LATER

THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS

Date

Buyer's Signature

Buyer's Name (Print)



**PEST CONTROL**  
World's Best

Agreement Number \_\_\_\_\_

(Same as on Agreement)

Enter Date of Transaction

TRANSACTION.

Date — Three Business Days After Date of Transaction

TWC SIGNATURE \_\_\_\_\_

**Texas Workforce Comm**

**3/27/20**

### NOTICE OF CANCELLATION

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Date

Buyer's Signature

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF

YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE AGREEMENT.



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AT **2820 Trinity Square Dr** \_\_\_\_\_ NOT LATER  
(Address of Seller's place of business — Orkin Branch Office)

THAN MIDNIGHT OF \_\_\_\_\_ I HEREBY CANCEL THIS  
TRANSACTION.  
Date — Three Business Days After Date of Transaction

**Texas Workforce Comm**  
Buyer's Name (Print)

(CUT OR TEAR ALONG DOTTED LINE)

ORKIN CAN BEGIN WORK AS SOON AS POSSIBLE. PERMISSION, HOWEVER, SHALL NOT BE CONSTRUED AS A WAIVER OF ANY OF MY RIGHTS UNDER THIS NOTICE OF CANCELLATION.

☒ YES ☐ NO \_\_\_\_\_ **3/27/20** \_\_\_\_\_  
Buyer's Signature Date

(THE BOTTOM PORTION OF THIS FORM MUST BE ATTACHED TO THE LOCATION COPY OF THIS AGREEMENT.)

TWC SIGNATURE \_\_\_\_\_

|   |        |             |  |                 |
|---|--------|-------------|--|-----------------|
| ROUTE #<br>86   | GRID # | SERVICE DAY | BUSINESS TYPE  | DATE<br>3/27/20 |
| ACCOUNT NAME (CUSTOMER)<br>Texas Workforce Commission   |        |             | BRANCH OFFICE<br>PHONE (972) 400-6759  |                 |
| SERVICE ADDRESS: NUMBER, STREET<br>301 West 13th Street   |        |             | BUSINESS LICENSE # AND LETTER<br>TPCL 710 G  |                 |
| CITY, STATE, ZIP CODE<br>Fort Worth Texas 76102   |        |             | BILLING ADDRESS: NUMBER, STREET 101 E<br>15th St.  |                 |
| TYPE AND NO. OF STRUCTURES TO SERVICE<br>coM-1  |        |             | CITY, STATE, ZIP CODE<br>Austin Texas 78778  |                 |
|   |        |             | PERSON TO CONTACT<br>Candace Kothmann  |                 |
| NUISANCE ANIMALS TO BE CAPTURED AND REMOVED (DO NOT ABBREVIATE)   |        |             | SERVICE PHONE<br>OFFICE PHONE 817-420-1804   |                 |
| Bats<br><br>(See graph)   |        |             | PRODUCTS PURCHASED<br>Bat exclusion. Parking area  |                 |
| PROBLEM AREAS<br>Parking Garage.<br>Expansion<br>Joint above 1st row of cars  |        |             | I agree to pay Orkin Pest Control the below amount at this time for capturing and removal of the nuisance animals indicated.<br>SERVICES RENDERED \$13 360.00 PAYMENT MADE BY:<br>SALES/SERVICE TAX 0.00 FINANCED - see separate Finance Agreement<br>AMOUNT DUE \$ 13360 PO #<br>AMOUNT PAID CASH (\$ ) CHECK<br>BALANCE DUE \$ 13360 COM<br>PAYMENT FORM   |                 |
| SPECIAL INSTRUCTIONS<br>RESIDENTIAL AGREEMENT<br>COMMERCIAL AGREEMENT<br><br>This Special Service Agreement is guaranteed for 30 days only, and WILL NOT provide permanent control. For CONTINUOUS control, we strongly recommend an EXCLUSION SERVICE.<br><br>The Customer expressly releases Orkin from liability for any claim for personal injury (including stings or bites from any pests or animals) or property damage (to include the structure or contents) caused by any pests or animals, or any injuries as a result of capturing equipment/procedure. |        |             | MEDIATION/ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OF DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY ARBITRATION UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES<br>A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES<br>F<br>CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ARBITRATOR'S POWERS TO CONDUCT ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT SHALL BE LIMITED AS FOLLOWS: ANY ARBITRATION PROCEEDING UNDER THIS AGREEMENT WILL NOT BE CONSOLIDATED OR JOINED WITH ANY ACTION OR LEGAL PROCEEDING UNDER ANY OTHER AGREEMENT OR INVOLVING ANY OTHER PREMISES, AND WILL NOT PROCEED AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR SIMILAR REPRESENTATIVE ACTION. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT: THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING |                 |
| ORKIN INSPECTOR<br>956671   |        |             |  |                 |
| EMPLOYEE ID OR CERTIFICATION<br>2820 Trinity Square Dr  |        |             |  |                 |

BRANCH ADDRESS: STREET

Carrollton

Texas

75006

CITY, STATE, ZIP CODE

DATE: 3/27/20

THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND NON-BINDING ~~BINDING~~ ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN

ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY

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Initial or a subsequent service performed at your premises until you have family physician. At your request, Orkin will provide information about the chemicals to be used treating the premises.

CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION,

TWC  
Initials  
LAK

Orkin  
Initials

Management Approval: This agreement has been verified and monies have been received as indicated.

Accepted By:

Signature

Owner

Lessee C) Agent

Title

**MEDIATION/ARBITRATION:** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY ~~BINDING~~ ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT

Non-Binding  
X Solid Punches  
Operations Manager

X LAKeig

TWC Signature